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Attorneys for Plaintiffs and Counterdefendants  
REGINALD and RHONDA DRAKEFORD

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

REGINALD and RHONDA DRAKEFORD,  
husband and wife;

Plaintiffs,

vs.

CAPITAL BENEFIT, INC., a California  
company; MARCEL BRUETSCH, an  
individual; ROBERT V. and WALTRAUD M.  
WILLIAMS, individually and as Trustees of the  
Williams Family Trust; RICHARD WESTIN, an  
individual, and DOES 1 through 100, inclusive;

Defendants.

AND COUNTERCLAIM

Case No. 20-cv-04161-WHO

**PLAINTIFFS' PROPOSED VERDICT  
FORMS**

Pretrial Conf.: April 5, 2021 at 2:00 p.m.

Honorable Judge William H. Orrick

Removed: June 24, 2020

Trial Date: April 26, 2021

Plaintiffs' Special Verdict (Jury Interrogatories)

Please answer each question by checking the appropriate box.

1. Did the Drakefords obtain the loan primarily for *consumer* purposes?

\_\_\_\_\_Yes

\_\_\_\_\_No

2. Did Rhonda Drakeford tell Fred Mayer that she sought the loan primarily for *business* purposes?

\_\_\_\_\_Yes

\_\_\_\_\_No

3. Did Rhonda Drakeford tell Marcel Bruetsch that she sought the loan primarily for *business* purposes?

\_\_\_\_\_Yes

\_\_\_\_\_No

4. Did Rhonda Drakeford know that Marcel Bruetsch *believed* that she sought the loan primarily for *business* purposes?

\_\_\_\_\_Yes

\_\_\_\_\_No

Special Verdict (Jury Interrogatories)

Please answer each question by checking the appropriate box.

1. Does the default interest provision of the loan contract represent a reasonable endeavor by the parties to estimate a fair average compensation for any loss that the lenders would sustain if they failed to make timely payments on their mortgage?

\_\_\_\_\_Yes

\_\_\_\_\_No

Special Verdict Form

Rosenthal Fair Debt Collections Practices Act (the "Rosenthal Act")

Please answer each question by checking the appropriate box.

1. Did the Drakefords obtain the subject mortgage loan for consumer purposes?

\_\_\_\_\_Yes

\_\_\_\_\_No

2. Did Defendants Marcel Bruetsch and Capital Benefit, Inc. seek to collect on the loan debt?

\_\_\_\_\_Yes

\_\_\_\_\_No

3. Did Defendants Marcel Bruetsch and Capital Benefit, Inc. violate the Rosenthal Act while seeking to collect on the loan debt?

\_\_\_\_\_Yes

\_\_\_\_\_No

4. Did the Drakefords suffer any actual damages as a result of Defendants Marcel Bruetsch and Capital Benefit, Inc. violating the Rosenthal Act?

\_\_\_\_\_Yes

\_\_\_\_\_No

5. If yes, what is the appropriate amount of compensation to the Drakefords for their actual damages resulting from Defendants Marcel Bruetsch and Capital Benefit, Inc. violating the Rosenthal Act?

\$\_\_\_\_\_

Special Verdict Form

Real Estate Settlement Procedures Act (“RESPA”) Foreclosure Waiting Time

Please answer each question by checking the appropriate box.

1. Did the Drakefords obtain the subject mortgage loan for consumer purposes?

\_\_\_\_\_Yes

\_\_\_\_\_No

2. Did Defendants Marcel Bruetsch and Capital Benefit, Inc. initiate foreclosure proceedings against the Drakefords before the loan was 120 days delinquent?

\_\_\_\_\_Yes

\_\_\_\_\_No

3. Did the Drakefords suffer any actual damages as a result of Defendants Marcel Bruetsch and Capital Benefit, Inc. initiating foreclosure proceedings against the Drakefords before the loan was 120 days delinquent?

\_\_\_\_\_Yes

\_\_\_\_\_No

4. If yes, what is the appropriate amount of compensation to the Drakefords for their actual damages resulting from Defendants Marcel Bruetsch and Capital Benefit, Inc. . initiating the foreclosure proceedings against the Drakefords before the loan was 120 days delinquent?

\$\_\_\_\_\_

Special Verdict Form

Breach of Fiduciary Duty

Please answer each question by checking the appropriate box.

1. Did Defendants Marcel Bruetsch and Capital Benefit, Inc. breach any fiduciary duty that they owed to the Drakefords?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

2. Did the Drakefords suffer harm as a result of the breach of fiduciary duty?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

3. If yes, what is the appropriate amount of compensation to the Drakefords for the harm resulting from Defendants Marcel Bruetsch and Capital Benefit, Inc. breach of fiduciary duty to the Drakefords?

\$ \_\_\_\_\_

4. Did Defendant Marcel Bruetsch engage in the conduct with malice, oppression, or fraud?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

5. If yes, what amount of punitive damages do you award to the Drakefords against Defendant Marcel Bruetsch?

\$ \_\_\_\_\_

Special Verdict Form

Truth In Lending Act ("TILA")

Please answer each question by checking the appropriate box.

1. Did the Drakefords obtain the subject mortgage loan for consumer purposes?

\_\_\_\_\_Yes

\_\_\_\_\_No

2. If yes, did the Drakefords suffer any actual damages as a result of the Defendants' failure to comply with the Drakefords' rescission of the mortgage loan on May 26, 2020?

\_\_\_\_\_Yes

\_\_\_\_\_No

3. If yes, what is the appropriate amount of compensation to the Drakefords for their actual damages resulting from the Defendants' failure to comply with the Drakefords' rescission of the mortgage loan on May 26, 2020?

\$\_\_\_\_\_

Special Verdict Form

Breach of Contract

Please answer each question by checking the appropriate box.

1. Did the Drakefords enter into a contract with the Lender Defendants?

\_\_\_\_\_Yes

\_\_\_\_\_No

2. Did the Drakefords do all the things that the contract required or were the Drakefords excused from doing all the things that the contract required?

\_\_\_\_\_Yes

\_\_\_\_\_No

3. Did the Lender Defendants do something that the contract prohibited them from doing?

\_\_\_\_\_Yes

\_\_\_\_\_No

4. Were the Drakefords harmed by the Lender Defendants doing the prohibited thing?

\_\_\_\_\_Yes

\_\_\_\_\_No